



<b>City/Town Turnback Agreement Relinquishment - Streets Previously Constructed</b>			Organization and Address
Agreement Number  <b>TB</b>			Section / Location
State Route	Control Section	Region	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter called the "CITY".

WHEREAS, the STATE has constructed or improved the section of state route as shown above, and

WHEREAS, the STATE has constructed, reconstructed, or rearranged certain city streets, frontage roads, access roads, intersections, ramps, crossings, and/or other pertinent features, and

WHEREAS, it is necessary to describe the division of responsibility of the STATE and CITY in the ownership, maintenance, and reconstruction of this roadway and other features, and provide for the transfer of rights accordingly.

NOW THEREFORE, by virtue of Title 47.24.010 and 47.52.210, and pursuant to WAC 468-18-050, "Policy on the construction, improvement and maintaining of intersections of state highways and city streets," and in consideration of the terms, conditions, covenants, and performance contained herein or attached and incorporated and made a part hereof. IT IS MUTUALLY AGREED AS FOLLOWS:

## **I INITIAL INSPECTION**

A joint maintenance inspection by representatives of the STATE and CITY shall be held prior to entering into this AGREEMENT and all agreed to deficiencies, if any, shall be enumerated in detail and included as part of Exhibit "A", attached hereto and by this reference made a part of this AGREEMENT.

## **II COMPLETION INSPECTION**

Upon completion of construction of the deficiencies listed on Exhibit "A", an inspection by representatives of the STATE and CITY shall be made to determine that the requirements of this AGREEMENT have been fulfilled.

The CITY, following satisfactory completion of the joint inspection, will provide the STATE a letter agreeing to accept the facilities covered by this AGREEMENT in their present condition.

## **III TRANSFER OF JURISDICTION**

Subsequent to receipt of the CITY's letter of acceptance, the STATE will notify the CITY in writing of its intent to transfer jurisdiction of these features as shown on the attached plans marked Exhibit "A". The CITY agrees to accept said rearranged city streets, frontage roads, cul-de-sacs, and other features, including right of way, access control, and other property rights, and to relieve the STATE from all responsibilities in the operation, maintenance, and reconstruction of these features. Exhibit "A" is colored, wherever applicable, as follows:

- |               |  |
|---------------|--|
| <b>Red</b>    | Indicates construction and rights of way to be conveyed to the CITY.   |
| <b>Blue</b>   | Indicates easements to be conveyed to the CITY.  |
| <b>Yellow</b> | Indicates nonoperating properties to be conveyed to the CITY. These properties are considered necessary for the continued maintenance of the areas shown in red and/or blue color. |

**Green** Indicates areas within the highway right of way to be maintained and reconstructed by the CITY. Except for snow and ice removal, maintenance and reconstruction of the separation structures shall be the responsibility of the STATE.

**Orange** Indicates access control and access rights to be conveyed to the CITY. These rights may be maintained or disposed of by the CITY and any revenue resulting from said disposal shall be placed in the CITY's street fund and used exclusively for street purposes.

**Brown** Indicates access control and access rights to be conveyed to the CITY. These rights shall be maintained by the CITY and will not be transferred, sold, abandoned, vacated, or otherwise altered or disposed of without prior written approval of the STATE.

#### **IV CONVEYANCE**

Within six months following the notice to transfer jurisdiction, the STATE will furnish the CITY a recordable conveyance of those features shown in red, blue, yellow, orange, and/or brown color on the plans marked Exhibit "A". The conveyance will be recorded pursuant to RCW 65.08.095.

The forthcoming instrument will be subject to the following restrictions:

#### **(NO FEDERAL PARTICIPATION)**

It is understood and agreed that the above-referenced property is transferred for road/street purposes only, and no other use shall be made of said property without obtaining prior written approval of the grantor. Revenues resulting from any vacation, sale, or rental of this property, or any portion thereof, shall be placed in the grantee's road/street fund and used exclusively for road/street purposes, except that the grantee may deduct the documented direct costs of any such vacation, sale, or rental.

#### **(FEDERAL PARTICIPATION)**

It is understood and agreed that the above referenced property is transferred for road/street purposes only, and no other use shall be made of said property without the prior written approval of the grantor. It is also understood and agreed that the grantee, its successors or assigns, shall not revise either the right of way lines or the access control without prior written approval from the grantor, its successors, or assigns. Revenues resulting from any vacation, sale, or rental of this property or any portion thereof, shall: (1) if the property is disposed of to a governmental entity for public use, be placed in the grantee's road/street fund and used exclusively for road/street purposes; or (2) if the property is disposed of other than as provided in (1) above, be shared by the grantee and grantor, their successors or assigns in the same proportion as acquisition costs were shared, except that the grantee may deduct the documented direct costs of any such vacation, sale, or rental.

#### **V LEGAL RELATIONS**

No liability shall attach to the STATE or CITY by reason of entering into this AGREEMENT except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year first above written.

CITY

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_

By \_\_\_\_\_  
Region Administrator

Date \_\_\_\_\_